

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

KANEISHA KINGSBURY, individually, on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

CARAVAN FOODS II, INC.; and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: RG21096357

NOTICE OF PENDENCY OF PUTATIVE CLASS ACTION, PROPOSED SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Judge: Hon. Brad Seligman  
Dept.: 23  
Action Filed: April 9, 2021  
Trial Date: Not set

TO: All current and former non-exempt hourly paid employees who worked for Defendant Caravan Foods II, Inc. within the State of California at any time from April 9, 2017 through June 7, 2022.

**If You Qualify For Inclusion in The Settlement Class And You Wish To Participate In The Settlement And Receive A Settlement Payment, You Are Not Required To Take Any Action.**

**Please read this notice carefully. If you choose not to participate and would like to be excluded from the settlement or if you choose to object to the terms of the settlement, this notice requires you to file a request for exclusion or notice of objection on or before December 15, 2022. YOU ARE NOT BEING SUED. If you choose to be excluded from the settlement, you will not receive any settlement funds.**

Pursuant to the order of the Alameda County Superior Court, entered October 10, 2022, YOU ARE HEREBY NOTIFIED AS FOLLOWS: A proposed settlement has been reached between the Parties in the lawsuit identified in the caption above, pending in the Alameda County Superior Court, on behalf of the Settlement Class described above, which has been provisionally certified for purposes of this settlement. Your estimated individual settlement amount is <<EstAmount>>. This is only an estimate. The final amount may change and is subject to final approval by the Court.

You have received this notice because records indicate you qualify as a member of the Settlement Class. This notice is designed to advise you of how you can participate in the settlement, how you can object to the settlement, and how you can exclude yourself from the settlement.

**I. BACKGROUND OF THE CASE**

Kaneisha Kingsbury filed a class action complaint in the Alameda County Superior Court entitled *Kaneisha Kingsbury v. Caravan Foods II, Inc. et al.*, Case No. RG21096357, on behalf of herself and a proposed class consisting of allegedly similarly situated individuals currently or formerly employed by *Caravan Foods II, Inc.* (“Caravan”). The complaint asserts claims for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Violation of Business & Professions Code §§ 17200, et seq.; and (9) Civil Penalties under the Private Attorneys General Act, California Labor Code §§ 2699, et seq. (“PAGA”) (the “Litigation”).

Caravan contends the claims in this Litigation are without merit, and disputes all claims for damages, penalties, and other relief. No court has ruled on the merits of the Litigation.

Kingsbury has vigorously prosecuted this case, and Caravan has vigorously defended it. The Parties have investigated the facts to assess the relative merits of Kingsbury's class action and representative claims and Caravan's defenses to those claims. Kingsbury's attorneys ("Class Counsel") reviewed extensive documents and information produced by Caravan and conducted extensive analysis of the potential damages and claims.

The Parties believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including liability, and the amount of damages or penalties, if any, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, the Parties believe that the proposed settlement is fair, reasonable and adequate.

The Parties have entered into a Class Action Settlement Agreement which has been granted preliminary approval by the Court. The Agreement provisionally certifies the Settlement Class for purposes of this settlement.

## **II. SUMMARY OF THE PROPOSED SETTLEMENT**

Kingsbury and Class Counsel support this settlement. Among the reasons given for support include the risk that class certification could be denied, the inherent risk of trial on the merits, and the delays associated with litigation, including appeals.

The settlement provides for the following:

**A. Gross Settlement Fund:** Defendant will pay \$1,250,000.00 to settle the Litigation. The \$1,250,000.00 Gross Settlement Fund shall consist of the following elements: (a) Class Counsel's Attorney's Fees; (b) Litigation Expenses; (c) Class Representative Service Award; (d) Settlement Administration Expenses; (e) PAGA Payment to the California Labor and Workforce Development Agency and Aggrieved Employees; and (f) Net Settlement Fund. Each of these components is described below.

**B. Class Counsel's Attorney's Fees:** Class Counsel anticipates requesting an attorney fee award of not more than one-third of the Gross Settlement Fund, subject to court approval, which shall be paid from the Gross Settlement Fund.

**C. Litigation Costs:** Class Counsel anticipates requesting an award of no more than \$20,000.00 subject to court approval, as reimbursement for litigation costs, which shall be paid from the Gross Settlement Fund.

**D. Class Representative Service Award:** Kingsbury anticipates requesting a service award of no more than \$10,000.00 subject to court approval, for her role serving as Class Representative, which shall be paid from the Gross Settlement Fund.

**E. PAGA Allocation:** The Parties have designated \$40,000.00 of the Gross Settlement Fund as representing the recovery of civil penalties pursuant to the PAGA. Of this amount, 75% (\$30,000.00) will be paid to the California Labor and Workforce Development Agency (LWDA), and the remaining 25% (\$10,000.00) shall be distributed pro-rata to the PAGA Members.

**F. Settlement Administration Expenses:** The Parties have selected, and the court has approved CPT Group, Inc. to administer the settlement. Upon final approval, Class Counsel will request that the court approve a payment to CPT Group, Inc. to cover its fees and costs associated with giving notice to the Class, administering and disbursing the Net Settlement Fund, and other activities required to administer the settlement. The Parties estimate that the payment to CPT Group, Inc. will be approximately \$15,000, which shall be paid from the Gross Settlement Fund.

**G.** Net Settlement Fund: The Net Settlement Fund consists of all funds remaining from the Gross Settlement Fund after subtraction of court-approved Class Counsel’s Attorney’s Fees, Litigation Costs, Class Representative Service Award, PAGA Payment, and Settlement Administration Expenses. The Net Settlement Fund will be distributed to the Settlement Class as described below.

**H.** Class Defined: “Class” means “All current and former non-exempt hourly paid employees who worked for Defendant Caravan Foods II, Inc. within the State of California at any time from April 9, 2017 through June 7, 2022.”

**I.** Settlement Class Defined: “Settlement Class” – means all those persons who are members of the Class and who have not properly and timely excluded themselves (“opted out”) from the Litigation.

**J.** Settlement Period Defined: “Settlement Period” – means April 9, 2017 through June 7, 2022.

**K.** Allocation of Net Settlement Fund Among Settlement Class Members: Each Settlement Class Member shall be entitled to a portion of the Net Settlement Fund which will be allocated proportionally based on the amount of week worked by each Settlement Class Member during the Settlement Period in proportion to the total aggregated weeks worked by all the Settlement Class Members during the Settlement Period.

**L.** Tax Treatment of Payments to Settlement Class Members: All Individual Settlement Payments made to Participating Class Members under this Agreement shall be allocated as 80% wages and 20% penalties/interest. The Claims Administrator shall deduct from each Individual Settlement Payment all employee portions of payroll taxes from the amount allocated to wages. Those Individual Settlement Payments shall be treated by the parties as wages, subject to withholding and reporting on a Form W-2. Participating Class Members shall report such Individual Settlement Payments as wages received. Each Settlement Class Member shall be responsible for remitting to state and/or federal taxing authorities any applicable taxes which may be owed on the portion of his or her Settlement Payment or Class Representative Service Award. The Settlement Administrator shall report all required information to the appropriate taxing authorities regarding all payments made pursuant to this Agreement.

### **III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?**

Your interests as a Settlement Class Member are represented by Kingsbury and Class Counsel. Unless you opt out of the Settlement Class, you are a part of the Settlement Class, you will receive your settlement share, be bound by the terms of the settlement agreement and any final judgment that may be entered by the court, and you will be deemed to have released certain claims against Defendant as described below. Class Counsel will be seeking court approval for payment for its fees and litigation costs from the Gross Settlement Fund. Accordingly, as a member of the Settlement Class you will not be individually responsible for the payment of attorney’s fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and costs.

#### **A. Participating in the Settlement**

**If You Qualify For Inclusion In The Settlement Class And You Wish To Participate In The Settlement, You Are Not Required To Take Any Action.** If the court grants final approval to the settlement and you qualify as a Settlement Class Member, you will receive a Settlement Payment based on the calculations described above. Your estimated individual settlement amount is <<EstAmount>>. This is only an estimate.

The final amount may change and is subject to final approval by the Court. You will also be bound by the terms of the settlement and will release Defendant and all related or affiliated entities from any and all claims that you may have based on the allegations in the lawsuit.

## **B. Objecting to the Settlement**

If you would like to challenge any of the settlement terms you can object to the settlement before final approval. However, if the Court rejects your objection you will still be bound by the terms of the settlement unless you seek exclusion, as described below. To object, you must mail a written objection entitled “Class Member Objection” to the Settlement Administrator at *Kingsbury v. Caravan Foods II, Inc.*; c/o CPT Group, Inc.; 50 Corporate Park; Irvine, CA 92606 by December 15, 2022.

The contact information for Class counsel and Defendant’s counsel is provided below solely for your informational purposes. **Written objections should only be sent to the Settlement Administrator at the address provided above, not to Class counsel or Defendant’s counsel.**

### CLASS COUNSEL:

Justin F. Marquez  
Benjamin H. Haber  
Arrash Fattahi  
Wilshire Law Firm  
3055 Wilshire Blvd., 12th Floor  
Los Angeles, CA 90010  
Tel: (213) 381-9988/Fax: (213) 381-9989

### COUNSEL FOR DEFENDANT:

Lindsay E. Hutner  
Sam Hyde  
Greenberg Traurig, LLP  
101 Second Street, Suite 2200  
San Francisco, CA 94105  
Tel: (415) 655-1300/Fax: (415) 707-2010

Any Class Member Objection shall state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, telephone number, and the dates of your employment as a qualified member of the Settlement Class defined above. To be valid and effective, any Class Member Objection must be mailed to the Settlement Administrator at *Kingsbury v. Caravan Foods II, Inc.*; c/o CPT Group, Inc.; 50 Corporate Park; Irvine, CA 92606 by December 15, 2022. **DO NOT TELEPHONE THE COURT.**

Whether or not you have filed a Class Member Objection to the terms of this settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney. You are permitted to object to the settlement in the first instance (i.e., whether you have filed a Class Member Objection beforehand or not) at the final fairness hearing on January 31, 2023 at 3:00 p.m. in Department 23 of the Alameda County Superior Court, or such other, later date as the court may authorize, when the court will adjudicate any objections and be asked to approve the settlement. No advance entry of appearance is required to object at the final fairness hearing.

## **C. Excluding Yourself from the Settlement**

If you qualify for inclusion in the Class but you do not wish to participate in the settlement, you may exclude yourself (i.e., “opt-out”) by submitting a letter requesting exclusion. Your letter must be signed by you personally and must clearly state: (1) your name, address, telephone number, the last four digits of your social security number, and the dates of your employment; and (2) your wish to be excluded from the Settlement Class. **Your letter requesting exclusion must be hand-delivered or postmarked on or before December 15, 2022, and mailed to:**

*Kingsbury v. Caravan Foods II, Inc.*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
Phone Number: 1(888) 895-1731

Any person who timely submits a letter following the procedures above to request exclusion from the Class shall, upon receipt, no longer be a member of the Settlement Class, shall be barred from participating in any portion of the settlement, may not object to the settlement, and shall receive no payment or benefits from the settlement. Any

such person will not have been deemed to have released any claims he or she may have against Defendant by and through this litigation.

#### **IV. EFFECT OF THE SETTLEMENT**

##### **A. Released Rights and Claims**

Upon the Court's final approval of the class settlement and entry of final judgment, each Class Member shall be deemed have released and discharged each Defendant and all of its former and present parents, and affiliates, and their officers, directors, employees, partners, shareholders, attorneys, and agents, and any other successors, assigns or legal representatives from any and all claims that were asserted and that could have been asserted based on the facts contained in the Complaint filed in this action and which were included leading up to and during mediation, including without limitation to, any and all claims for alleged claims for unpaid wages, unpaid minimum wages, unpaid overtime, regular rate compensation, unpaid meal or rest break premiums, itemized wage statement penalties, unlawful deduction of wages and/or rent in amounts exceeding that permitted by law, failure to provide requisite writings, waiting time penalties under the California Labor Code and Business & Professions Code (including Section 17200 et seq.); claims for penalties brought under the PAGA, claims for restitution and other equitable relief, liquidated damages, or penalties in their positions as Settlement Class Members during the Class Period. The cashing of any settlement check shall further constitute a release of any related claims pursuant to the Fair Labor Standards Act which could have been brought based on the facts and allegations in the Complaint.

##### **B. Payment to Settlement Class Members**

The distribution of the Settlement Fund will be paid approximately 35 calendar days after final court approval of this Settlement, and all appeals, if any, are exhausted.

#### **V. FINAL SETTLEMENT APPROVAL HEARING**

The court will hold a hearing in Department 23 of the Alameda County Superior Court, 1221 Oak Street, Oakland, CA 94612, on January 31, 2023, at 3:00 p.m., to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for Attorney's Fees and Litigation Costs, and the Class Representative Service Award to be paid to the Class Representative. Class Counsel's application for attorney's fees and reimbursement of expenses will be on file with the Court no later than 16 court days before this hearing and will be available for review after that date.

The hearing may be continued without further notice to the settlement class. It is not necessary for you to appear at this hearing unless you have timely filed an objection.

#### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you are referred to the detailed Stipulated Settlement Agreement and Release of Claims and First Amendment to Stipulated Settlement Agreement. The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," which is available at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the "Document Downloads" link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

**DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

BY ORDER OF THE SUPERIOR COURT